

EMPLOYEE BENEFIT PLANS SUPPLEMENT**1. EMPLOYEE BENEFIT PLANS COVERED BY SUPPLEMENT**

The plans and agreements (including, but not limited to, plans and agreements established or maintained prior to the Closing by Acquired Entities, if any) listed in **Schedule Four** are designated as "Employee Benefit Plans" and are covered by this Supplement.

2. GENERAL RULE: SELLER RETAINS EMPLOYEE BENEFIT PLAN RESPONSIBILITY

Except as specifically provided in this Supplement, Seller (directly, through one or more System Entities, or through any successor to Seller or one or more System Entities other than Buyer) shall retain sole responsibility and liability for the Employee Benefit Plans and all other employee plans and arrangements relating to employee compensation including, but not limited to, responsibility and liability for, and in connection with, the disposition of the Employee Benefit Plans before or after Closing and the disposition of any related trust funds, insurance contracts, or other vehicles used to finance or fund the Employee Benefit Plans before or after Closing. In Seller's sole and absolute discretion, disposition of an Employee Benefit Plan may include, but shall not be limited to, termination of such Plan, a freeze of such Plan, or continuation of such Plan, and no final disposition shall be required by Closing. Except as specifically provided in this Supplement, neither Seller nor any related entity makes any representations and warranties with respect to the Employee Benefit Plans.

As of the Closing Date, Seller shall assume the sponsorship of, and shall be solely subject to all liabilities arising under, all Employee Benefit Plans and other employee plans and arrangements relating to employee compensation that are maintained or contributed to by the Acquired Entities other than the Retirement Reserve Plan and the Fund as defined in this Employee Benefit Plans Supplement (the "Retained Plans"). Seller and the Acquired Entities shall take all actions prior to Closing as may be necessary or appropriate in order to establish Seller as successor to the Acquired Entities as to all authority, rights and duties under or with respect to the Retained Plans, including the Acquired Entities' authority, rights and duties under or with respect to any and all annuity, insurance, administrative services or similar contracts and/or trust agreements or other funding vehicles that may form a part of such plans or be related thereto, together with all plan assets. The Employees (as defined in **Section 11.3**) will cease to accrue benefits under the Retained Plans as of the Closing Date. Seller will comply with the requirements of Sections 204(h) and 4043 of ERISA and Code Section 4980F to the extent they apply to any Retained Plan and will be responsible for any liability for failure to satisfy those provisions. In preparing any notice to employees that may be required under ERISA Section 204(h) or Code Section 4980F, Seller shall give Buyer a reasonable opportunity to participate in the drafting of any such notice before it is distributed to Employees.

3. RETIREMENT RESERVE PLAN

3.1 Buyer's Assumption of Frozen Plan. Effective as of Closing, Buyer shall become the sponsor of, shall assume all responsibility and rights under, and shall assume all liability for,

the Health Midwest Retirement Reserve Plan (the "Retirement Reserve Plan"), which includes any trust or other funding vehicle maintained in connection with the Plan, and, except to the extent specifically provided herein (and except for any violation of the representations contained herein), neither Seller (nor any other party that is related to Seller, directly or indirectly or through successorship, other than Buyer) shall have any responsibility or liability with respect thereto including with respect to any individual covered by the Retirement Reserve Plan (as an employee, former employee, or dependent of either), with respect to any trust or other funding vehicle maintained in connection with the Retirement Reserve Plan, and with respect to any government agency. Seller shall cause all benefits under the Retirement Reserve Plan to cease to accrue prior to Closing and shall indemnify Buyer for all costs incurred by Buyer and/or the Retirement Reserve Plan should Seller fail to cause benefits to cease to accrue prior to Closing. Seller shall be responsible for satisfying the requirements of ERISA Section 204(h) and 4043 and Code Section 4980F with respect to the Retirement Reserve Plan and, in the event of a failure to do so, shall be solely liable for any costs, taxes, fees, or other liabilities for failure to satisfy those provisions. In preparing any notice to employees that may be required under ERISA Section 204(h) or Code Section 4980F, Seller shall give Buyer a reasonable opportunity to participate in the drafting of any such notice before it is distributed to Employees. In the event Seller does not cause all accrued benefits under the Plan to be fully vested at Closing, Seller will indemnify Buyer, its Affiliates and the Plan from any costs or liability (whether payable to the Internal Revenue Service, Plan participants or any other party) arising from such failure to fully vest all such benefits.

3.2 Seller's Representations and Warranties With Respect to the Plan. As of the date hereof and as of the Closing Date, except as set forth on the Seller's Disclosure Schedule, Seller represents and warrants to Buyer the following with respect to the Retirement Reserve Plan:

(a) There is and has been compliance with applicable qualification provisions of the Code and with applicable requirements of the Employee Retirement Income Security Act of 1974 ("ERISA").

(b) Amounts that the actuary retained by Seller has determined in good faith are required to be contributed to the Plan pursuant to Section 412 of the Code and Section 302 of ERISA to satisfy minimum funding standards have been contributed on a timely basis.

(c) The assets and liabilities of the Retirement Reserve Plan as disclosed in Seller's financial statements are accurate as of the time and time frames supplied therein, given the actuarial assumptions supplied in the financial statements and the notes thereto and in the January 1, 2001 actuarial valuation report.

(d) An Internal Revenue Service determination letter has been received with respect to the Plan, and an application for such a letter covering the "GUST" federal tax law changes from 1994 through 2000 was filed with the IRS within the remedial amendment period specified in Section 3.01 of Revenue Procedure 2001-55.

(e) The Retirement Reserve Plan is not, and has not been, either a multiemployer plan, as defined in ERISA Section 3(37)(A), or a plan subject to ERISA Section 4063 or 4064.

(f) There are no claims, audits by Governmental Entities or lawsuits existing, pending or, to Seller's knowledge, threatened with respect to the Retirement Reserve Plan (other than routine claims for benefits).

(g) To Seller's knowledge, nothing prohibits Seller from causing benefits to cease to accrue prior to Closing.

(h) No prohibited transactions, as defined in ERISA Section 406 or Code Section 4975 or any breaches of fiduciary duty under ERISA have occurred with respect to the Retirement Reserve Plan.

(i) With respect to the Employees, the Closing will not accelerate the timing of benefit payments under the Retirement Reserve Plan.

(j) All required PBGC premiums have been timely paid.

(k) The Retirement Reserve Plan has been amended to comply with applicable provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 in accordance with IRS Notice 2001-57.

(l) With respect to the Retirement Reserve Plan, Seller has supplied Buyer with copies of (i) the plan document and related trust document, and any amendments thereto; (ii) the summary plan description (SPD) and any summary of material modifications (SMM); (iii) the most recently filed Form 5500; (iv) the most recently received IRS determination letter; (v) the most recently prepared actuarial report and financial statements; and (vi) correspondence to or from any governmental entity since January 1, 2001.

(m) The terms of any Summary Plan Descriptions, Summaries of Material Modification, and other employee communications concerning the Retirement Reserve Plan are not inconsistent with the Retirement Reserve Plan document, as amended.

Provided Buyer and/or its Affiliates act reasonably, Seller and each System Entity shall indemnify and hold harmless Buyer and each of its Affiliates for any liabilities, administrative, legal, consulting, compliance and other fees, or any sanctions and penalties incurred by Buyer or any of Buyer's Affiliates in connection with any tax-qualification defects arising under the Plan before the Closing.

4. OPERATING ENGINEERS PENSION FUND

Effective as of Closing, Buyer shall assume all responsibility and rights under, and shall assume all liability for, the Collective Bargaining Agreement between Research Medical Center and Operating Engineers Local 101S, including but not limited to Seller's obligation to make

contributions to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (the "Fund"). The parties hereto intend that this Agreement be treated as a sale of assets under Section 4204 of ERISA and Seller shall bear all costs arising in connection with compliance with the requirements of that Section. Buyer shall cooperate with Seller in jointly informing the Fund of such intention and in providing any and all financial or other information or documentation necessary to establish that the criteria for requesting a variance from the requirements of Sections 4204(a)(1)(B) and (a)(1)(C) of ERISA have been satisfied. Seller has provided Buyer with a report prepared by the Fund setting forth Seller's potential withdrawal liability, within the meaning of Section 4201 et seq. of ERISA, with respect to the Fund. Any Employee who is a participant in the Fund will not be eligible to participate in any qualified retirement plan or 401(k) plan maintained by Buyer or an Affiliate unless such participation is agreed to through collective bargaining.

5. COBRA, CONVERSION REQUIREMENTS

On and after Closing, requirements to provide health benefit continuation coverage pursuant to the provisions of Section 4980B of the Code and the parallel provisions of ERISA (which Code and ERISA provisions are commonly known as "COBRA") to any individual who is, pursuant to Treasury regulation section 54.4980B-9, an "M&A qualified beneficiary", and to administer such coverage, shall be the sole responsibility and liability of Buyer. Similarly, requirements to comply with any state law that may impose plan continuation or conversion requirements by reason of the transactions contemplated by this Agreement shall be the sole responsibility and liability of Buyer.

6. TRANSITION AGREEMENT

On or before the Closing Date, Seller and Buyer shall make and enter into an Employee Benefit Plans Transition Agreement having terms and conditions reasonably acceptable to the parties for the purpose of ensuring that the matters contemplated herein and other matters related to the Employee Benefit Plans, including but not limited to, fulfilling applicable reporting and disclosure requirements, are handled in a smooth and orderly manner.

SCHEDULE ONE
SYSTEM ENTITIES; JOINT VENTURES

PART ONE: SYSTEM ENTITIES

Health Midwest Central Region

Research Medical Center¹ (including Research College of Nursing and Research Belton Hospital divisions)

Baptist Lutheran Medical Center²

Research Psychiatric Center

Health Midwest-Eastern Region³

Medical Center of Independence

Medical Center Imaging, Inc.⁴

Independence Regional Health Center

Lee's Summit Hospital

Lee's Summit Medical Imaging, Inc.⁵

Health Midwest-Johnson County, Inc.⁶

Menorah Medical Center⁷

Overland Park Regional Medical Center, Inc.

Health Midwest Development Group⁸ (including Lafayette Regional Health Center and Allen County Hospital divisions)

Research Mental Health Services

Community Options, Inc.

V.N.A. Corporation d/b/a Visiting Nurse Services of Health Midwest

¹ Holds a membership interest with 3 other unrelated hospitals in Lifeflight Eagle, a tax exempt air ambulance service.

² Holds a membership interest with Menorah Medical Center and other unrelated parties in Hospital Linen Services, Inc., a nonprofit hospital laundry service.

³ Party to Lease of Independence Regional Health Center and Overland Park Regional Medical Center from Triad Entities.

⁴ Seller will transfer to Buyer all issued and outstanding capital stock of Medical Center Imaging, Inc. rather than its assets.

⁵ Seller will transfer to Buyer all issued and outstanding capital stock of Lee's Summit Imaging, Inc. rather than its assets.

⁶ Party to Lease of Independence Regional Health Center and Overland Park Regional Medical Center from Triad Entities.

⁷ Holds a membership interest with Baptist Lutheran Medical Center and other unrelated parties in Hospital Linen Services, Inc., a nonprofit hospital laundry service.

⁸ Holds a management contract to manage Cass Medical Center in Cass County, Missouri. Also holds a 50% membership interest in Grand River Health System Corporation which leases Hedrick Medical Center from the City of Chillicothe, Missouri; an unrelated third party, North Kansas City Hospital, holds the other 50% membership interest in Grand River Health System Corporation. Leases Allen County Hospital from the Board of County Commissioners of Allen County, Kansas. Leases Lafayette Regional Health Center from the City of Lexington, Missouri.

Trinity Lutheran Manor, Inc.
Magnetic Imaging, Inc.
Kansas City Hospice, Inc.

Health Midwest Partners for Change

Health Midwest Ventures Group, Inc.⁹
Employer Health Services, Inc.¹⁰
Health Midwest Medical Group, Inc.¹¹
Wetzel Clinic, Inc.
Clinishare, Inc.
Nuclear Diagnosis, Inc.
VNA Plus, Inc.
Kansas City Perfusion Services, Inc.
Mid-States Financial Services, Inc.
Health Midwest Office Facilities Corporation
Health Midwest Insurance Company, Ltd.
Eye Care Surgicare of Independence, LLC
Johnson County Surgicenter, LLC

Seller¹²

PART TWO: JOINT VENTURES

The Cancer Institute, LLC (See footnote 13 for Seller's participation)
Lifeflight Eagle (See footnote 1 for RMC participation)
Grand River Health System Corporation (See footnote 8 for HMDG participation)
Hospital Linen Services, Inc. (See footnotes 2 and 7 for MMC, BLMC participation)
Premier Work Comp Management, LLC (See footnote 10 for EHS participation)
NKCH Occupational Medicine Services, LLC (See footnote 10 for EHS participation)
Olathe Medical Center Occupational Services, LLC (See footnote 10 for EHS participation)

⁹ Seller will transfer to Buyer all the issued and outstanding capital stock of Health Midwest Ventures Group, Inc. rather than its assets or the assets of its subsidiaries. The entities listed beneath it are owned 100% (directly or indirectly) by Health Midwest Ventures Group, except, in the case of MMPG, 50% of the Class B stock of MMPG is owned by an unrelated third party – Providence Medical Center. Health Midwest Ventures Group, Inc. also directly holds a 1/3 ownership interest in New Directions Behavioral Health, LLC and a 50% interest in Surgicenter of Kansas City, LLC. Unrelated third parties own the remainder.

¹⁰ Employer Health Services, Inc. owns a 48% interest in Premier Work Comp Management, LLC, a 63% interest in NKCH Occupational Medicine Services, LLC, a 50% interest in Olathe Medical Center Occupational Services, LLC and a 50% interest in Healthy Deliveries, L.L.C. Unrelated third parties own the remainder.

¹¹ Health Midwest Medical Group, Inc. owns a 40% interest in Lee's Summit Clinic Building Co. Unrelated third parties own the remainder.

¹² Seller holds a 50% interest in the Cancer Institute, L.L.C. St. Luke's Shawnee Mission Health System holds the other 50% interest.

Healthy Deliveries, L.L.C. (See footnote 10 for EHS participation)
Lee's Summit Clinic Building Co. (See footnote 11 for HMMG participation)
HMBC, LLC (See footnote 9 for HMVG participation)
New Directions Behavioral Health, LLC (See footnote 9 for HMVG participation)
Surgicenter of Kansas City, LLC (See footnote 9 for HMVG participation)
Metropolitan Multispecialty Physicians Group, Inc. ("MMPG")¹³
Cass Medical Center (Health Midwest Development Group has a management contract with respect to this Facility)
Health Midwest Comprehensive Care, Inc. (HMVG owns 100% of the equity interest and certain entities that are not Affiliates of Health Midwest own voting shares with no equity interest)
Medical Diagnostic Center Associates, Ltd. (LSII, MCII and IRHC are each 25% general partners. A radiology group is the other 25% general partner and some physicians are limited partners.)

¹³ Class A stock of MMPG is owned 100% by Health Midwest Medical Group, Inc. Class B stock is owned 50% by Health Midwest Medical Group, Inc. and 50% by an unrelated third party, Providence Medical Center.

SCHEDULE TWO**FACILITIES**

Research Medical Center
Baptist Lutheran Medical Center
Independence Regional Health Center
Medical Center of Independence
Menorah Medical Center
Overland Park Regional Medical Center
Lee's Summit Hospital
Research Belton Hospital
Lafayette Regional Health Center¹
Allen County Hospital²
Research Psychiatric Center
Surgicenter of Johnson County
Outpatient Physician Clinics of Health Midwest Medical Group
Medical Office Buildings of Health Midwest Office Facilities Corporation
Occupational Medicine Clinics of Employer Health Services
Other facilities operated by System Entities listed on Schedule One

¹ Operated by Health Midwest Development Group under lease from City of Lexington, Missouri.

² Operated by Health Midwest Development Group under lease from Allen County, Kansas.

SCHEDULE 2.2(iii)

FOUNDATIONS EXCLUDED FROM SALE

The Research Foundation
Research Hospital Foundation
Research Belton Hospital Foundation
Research Mental Health Foundation
Baptist Lutheran Medical Center Foundation
The Menorah Medical Center Foundation
Visiting Nurse Association Foundation
Kansas City Hospice Foundation
Allen County Hospital Foundation
Community Partnership Health Foundation of Lafayette County
Lee's Summit Hospital Foundation

SCHEDULE 2.6(v)**RETIREMENT RESERVE PLAN ADJUSTMENT**

This schedule contains the approach that will be used to adjust the Purchase Price pursuant to Section 2.6(v) of the Agreement to account for the liability to be assumed by Buyer for the Health Midwest Retirement Reserve Plan.

The objective of the approach is to adjust the Purchase Price to reflect the balance sheet liability Buyer will assume as a result of accepting the Health Midwest Retirement Reserve Plan as of the Closing Date, using assumptions appropriate for fiscal year end 2002. For this purpose, Buyer has defined the balance sheet liability to be the difference between the accumulated benefit obligation and the market value of assets on the Closing Date.

There will be an initial reduction in the Purchase Price of \$26,000,000 to occur at Closing to reflect the anticipated difference between the accumulated benefit obligation and the market value of assets. A post-Closing adjustment will take place as soon as administratively feasible (but no later than 90 days) after Closing to reflect the difference between (a) \$26,000,000 and (b) the difference between the accumulated benefit obligation and the market value of assets on the Closing Date. In the event the accumulated benefit obligation exceeds assets by more than \$26,000,000, Seller will transfer the difference to Buyer; in the event the accumulated benefit obligation exceeds assets by less than \$26,000,000, Buyer will transfer the difference to Seller; and in the event assets exceed the accumulated benefit obligation, Buyer will transfer the difference plus \$26,000,000 to Seller.

For purposes of determining the accumulated benefit obligation, the results of the 2002 valuation (assuming a discount rate of 6.75%) will be used and projected to the Closing Date using the Plan's actuarial assumptions. For this purpose, actual benefit payments used in the projection will be reduced by 10% to reflect the difference between the assumed lump sum interest rate and the actual lump sum interest rate for the period between January 1, 2002 and Closing. The actuarial assumptions will be the same as those outlined in the 2001 actuarial valuation, except for government mandated changes. No adjustment will be made to reflect actual census data on the Closing Date, to avoid prolonging the adjustment.

The post-Closing adjustment shall be credited with interest at 9% per annum for the period between the Closing Date and the date the post-Closing adjustment takes place (e.g, the date the assets representing the difference between \$26,000,000 and the actual calculated purchase price adjustment are transferred).

Assumptions used for Adjusting the Accumulated Benefit Obligation

- Demographic assumptions will be those outlined in the January 1, 2002 actuarial valuation report for the Health Midwest Retirement Reserve Plan.
- Any acceleration of vesting that occurs as a result of the consummation of the Closing will be included in the calculation of the accumulated benefit obligation.

- Economic assumptions will be the same as those outlined in the January 1, 2002 actuarial valuation report for the Health Midwest Retirement Reserve Plan, with the exception of the following:
 - The discount rate will be 6.75%, the rate used by HCA for Fiscal 2002 year end disclosures.
 - The long-term rate of investment return is assumed to be 9.0%, the rate used by HCA for Fiscal 2003 expense.
 - The liabilities for active and terminated vested employees (not including terminated vested participants from the prior plans that were merged into the cash balance plan) will be increased by a factor of 1.058 to reflect the lower expected long-term interest rate and new mortality table used for lump sum calculations.

SCHEDULE THREE**TRIAD AGREEMENTS**

Agreement	HCA Entities	Triad Entities	System Entities
Agreement to Lease (Hospitals)	Galen of Kansas, Inc.	Overland Park Regional Medical Center, LLC Independence Regional Health Center, LLC	Health Midwest
	America Medicorp Development Co., Inc.	Overland Park Amdeco, LLC	
	Primary Medical Management, Inc. Medical Care International, Inc.	Independence Regional Amdeco, LLC Pacific Physician Services, LLC MCI Overland Park, LLC	
Lease Agreement (Hospitals)	Galen of Kansas, Inc.	Overland Park Regional Medical Center, LLC	Health Midwest- Independence n/k/a Health Midwest- Eastern Region Health Midwest- Johnson County, Inc.
	American Medicorp Development Co., Inc.	Independence Regional Health Center, LLC Overland Park Amdeco, LLC	
	Primary Medical Management, Inc. Medical Care International, Inc.	Independence Regional Amdeco, LLC Pacific Physician Services, LLC MCI Overland Park, LLC	
Agreement to Lease (Surgicenters)	Eye Care Surgicare, Ltd. Kansas City	Eye Care Surgicare, Ltd. Kansas City	Health Midwest

Surgicenter, Ltd.
Surgicenter of
Johnson County, Ltd.
Medical Care
International, Inc.
American Medicorp
Development Co.,
Inc.

Surgicenter, Ltd.
Surgicenter of
Johnson County, Ltd.
MCI Overland Park,
LLC
Overland Park
Amdeco, LLC

Independence
Regional Amdeco,
LLC

Lease Agreement
(Surgicenters)

Eye Care Surgicare,
Ltd.
Surgicenter of
Johnson County, Ltd.
Kansas City
Surgicenter, Ltd.
Medical Care
International, Inc.
American Medicorp
Development Co.

Eye Care Surgicare,
Ltd.
Surgicenter of
Johnson County, Ltd.
Kansas City
Surgicenter, Ltd.
MCI Overland Park,
LLC
Overland Park
Amdeco, LLC
Independence
Regional Amdeco,
LLC

Health Midwest
Ventures Group, Inc.

Put and Call
AgreementSurgicare of
Independence, Inc.Surgicare of
Independence, Inc.Health Midwest-
Independence
n/k/a Health
Midwest-Eastern
Region
Health Midwest-
Johnson County, Inc.
Health Midwest
Ventures Group, Inc.Surgicenter of Johnson
County, Inc.
Day Surgery, Inc.Surgicenter of
Johnson County, Inc.
Day Surgery, Inc.Medical Care
International, Inc.
American Medicorp
Development Co.MCI Overland Park,
LLC
Overland Park
Amdeco, LLC
Independence
Regional Amdeco,
LLC

Galen of Kansas, Inc.

Overland Park
Regional Medical
Center, LLC
Independence
Regional Health
Center, LLC
Pacific Physician
Services, LLCPrimary Medical
Management, Inc.Letter of Credit
AgreementKansas City
Surgicenter, Ltd.
Eye Care Surgicare,
Ltd.Kansas City
Surgicenter, Ltd.
Eye Care Surgicare,
Ltd.Health Midwest
Health Midwest-
Independence
n/k/a Health Midwest
Eastern Region
Health Midwest-
Johnson County, Inc.
Health Midwest
Ventures Group, Inc.Surgicenter of Johnson
County, Ltd.
Surgicare of
Independence, Inc.
Surgicenter of Johnson
County, Inc.
Day Surgery, Inc.
Medical Care
International, Inc.
American Medicorp
Development Co.Surgicenter of
Johnson County, Ltd.
Surgicare of
Independence, Inc.
Surgicenter of
Johnson County, Inc.
Day Surgery, Inc.
MCI Overland Park,
LLC
Overland Park
Amdeco, LLC
Independence
Regional Amdeco,

	Galen of Kansas, Inc.	LLC Overland Park Regional Medical Center, LLC Independence Regional Health Center, LLC Primary Medical Management, Inc.	
Noncompete Agreement	Columbia/HCA HealthCare Corporation	Triad Hospitals, Inc.	Health Midwest
Triad Guaranty	Columbia/HCA HealthCare Corporation	Triad Hospitals, Inc.	Health Midwest
			Health Midwest of Johnson County, Inc. Health Midwest- Independence n/k/a Health Midwest Eastern Region Health Midwest Ventures Group, Inc.

Seller Guaranty	Columbia/HCA HealthCare Corporation Kansas City Surgicenter, Ltd. Eye Care Surgicare, Ltd. Surgicenter of Johnson County, Ltd. Surgicenter of Johnson County, Inc. Day Surgery, Inc. Medical Care International, Inc. American Medicorp Development Co. Galen of Kansas, Inc. Primary Medical Management, Inc.	Kansas City Surgicenter, Ltd. Eye Care Surgicare, Ltd. Surgicenter of Johnson County, Ltd. Surgicare of Independence, Inc. Surgicenter of Johnson County, Inc. Day Surgery, Inc. MCI Overland Park, LLC Overland Park Amdeco, LLC Independence Regional Amdeco, LLC Overland Park Regional Medical Center, LLC Independence Regional Health Center, LLC Pacific Physician Services, LLC	Health Midwest
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